

COMPLAINT INVESTIGATION SUMMARY

COMPLAINT NUMBER:	1543.00
COMPLAINT INVESTIGATOR:	Jane Taylor-Holmes
DATE OF COMPLAINT:	March 8, 2000
DATE OF REPORT:	April 6, 2000
REQUEST FOR RECONSIDERATION:	no
DATE OF CLOSURE:	June 16, 2000

COMPLAINT ISSUES:

Whether the Mooresville Consolidated School Corporation and West Central Joint Services violated:

511 IAC 7-3-23 with regard to the school's alleged failure to provide a student with a disability a free appropriate public education by failing to provide homebound instruction ("Homebound") to the student;

511 IAC 7-12-1 with regard to the school's alleged failure to implement the student's individualized education program (IEP) as written, specifically providing Homebound;

511 IAC 7-12-1(g)(4) with regard to the school's alleged failure to convene the case conference committee when a change of placement for the student was being proposed or considered, specifically Homebound and withdrawal from school; and

511 IAC 7-12-1(k) with regard to the school's alleged failure to convene the student's case conference committee to revise the student's IEP in order to provide Homebound.

FINDINGS OF FACT:

1. The Student is 16 years old and at the time the complaint was filed, was eligible for special education and related services as a student with an emotional handicap ("EH").
2. The Student was involved in an accident on October 27, 1999, which required him being hospitalized for approximately four weeks.
3. The Complainant called the School on October 28, 1999, to report the Student's involvement in the October 27, 1999 accident.
4. A school consent and temporary transfer form was signed by the Complainant on November 11, 1999, granting consent for the Hospital to provide educational services to the Student. This form states that the anticipated time out of School for the Student would be four weeks. This form accompanied a letter dated January 13, 2000, from the Hospital's director of pediatric services to the Superintendent. The letter requested the Superintendent's assistance/agreement for transfer tuition. It also informed the Superintendent that the School would be responsible for providing educational services to the Student at the Hospital if he did not wish to enter into such an agreement.

5. The Student began receiving educational services daily for two hours from the Hospital beginning November 15, 1999, until his discharge on November 24, 1999. The Student's attendance report lists the Student's absences from November 1, 1999, through December 10, 1999, as medical absences.
6. The Student was seen by an orthopaedic physician (the "Physician") on December 1, 1999, who completed a patient status report that stated, "home schooling through 12/9/99 then regular school." The Complainant reported that the Physician provided a copy of this report to the School. The Student returned to the Physician on December 9, 1999, and the status report completed during this appointment states, "[Student] may need to leave school early due to pain or fatigue secondary to decreased endurance after severe accident." The Complainant believed that the Physician sent this report to the School.
7. The local director of special education (the "Director") and the Complainant reported that the Student's teacher-of-record (the "TOR") had contact with the Complainant and the Student while the Student was hospitalized, and had discussed providing Homebound once the Student was discharged from the Hospital. According to the Complainant, the TOR allegedly stated that she would process the necessary paperwork. No documentation was submitted indicating that the case conference committee met to discuss Homebound or that an IEP was written for Homebound.
8. The Student returned to School the following Monday, December 13, 1999, for a partial day. The Student was then absent from December 14, 1999, until the Christmas break began on December 17, 1999. The attendance report lists those absences as either excused or medical.
9. In a letter dated December 17, 1999, the Dean informed the Complainant that the Student had incurred "quite a few" tardies, and that the tardies, in addition to his absences, were putting the Student in jeopardy of losing class credit.
10. School resumed on January 3, 2000, and the attendance report indicates that the Student incurred either medical absences or excused absences between January 3, 2000, and January 18, 2000.
11. The Director reported that the School and the Complainant agreed that the Student would return to School when the new semester began on January 19, 2000, and that he would start his second semester classes. Homebound was also to be provided at the end of the instructional day at the School for 1-2 hours per week so the Student could make-up his first semester classes. According to the Director the teacher assigned to provide Homebound returned instructional materials to the guidance office approximately two weeks into the second semester because the Student had not shown up.
12. The case conference committee did not meet to discuss the arrangements regarding the Student's return to School and the provision of Homebound. No IEP was submitted to indicate that one had been written for Homebound.
13. The Student's primary care physician faxed a statement to the School on January 6, 2000, indicating that the Student required homebound until January 17, 2000. A *Homebound Student Information Sheet* was completed by the School on January 7, 2000, indicating a beginning date of January 18, 2000, for Homebound to be provided in the home, and a projected ending date of February 26, 2000.
14. The Complainant was notified by a letter dated January 18, 2000, that the TOR would be taking a leave of absence for the remainder of the 1999-2000 school year as of January 28, 2000.
15. In letters dated January 27 and 28, 2000, the Dean informed the Complainant that the Student had

missed at least one period on January 18 and 19, 2000, and between January 21, 2000 to January 28, 2000. The Complainant was requested to call the School to verify those absences and dates.

16. Between January 19, 2000, to February 25, 2000, the Student attended School two full days, four partial days, and the remaining days were considered either excused or unexcused absences.
17. In letters dated February 3 and 7, 2000, the Dean informed the Complainant that the Student had more than 10 absences in one class period, and was in jeopardy of losing class credit.
18. The Complainant contends that she repeatedly contacted the School regarding Homebound, and was told by the Dean and a guidance counselor that the Student should be withdrawn from School because he had not earned any credits first semester, nor would he be able to make-up any first semester work. The Complainant was requested to come to the School and sign the withdrawal papers on or about March 8, 2000; however the Complainant chose to file this complaint.
19. A case conference committee meeting was held on or about March 20, 2000. Based upon a neuropsychologist's report the Complainant provided to the School, the Student is now receiving Homebound as a student with a traumatic brain injury. Homebound will continue to be provided to the Student during the summer.

CONCLUSIONS:

1. Findings of Fact #4, #6, #8, and #10 through #17 indicate that there was a lack of communication among School personnel with regard to providing the Student Homebound as a result of his accident. A violation of 511 IAC 7-3-23 occurred with respect to providing the Student a free appropriate public education.
2. Finding of Fact #12 indicates that the case conference did not meet to discuss Homebound, and no IEP was written for the provision of such. No violation of 511 IAC 7-12-1 occurred with respect to the non-implementation of the Student's IEP for Homebound.
3. Findings of Fact #6 through #18 indicate that various School personnel were informed of the Student's absence and the need for Homebound; however, no initiative was taken by these individuals to convene the case conference committee to discuss either the provision of Homebound or to withdraw the Student. A violation of 511 IAC 7-12-1(g)(4) occurred with respect to convening the case conference committee when a change of placement is being proposed or considered.
4. Although Finding of Fact #7 indicates that the TOR had contact with the Student and the Complainant with regard to Homebound, Finding of Fact #12 indicates that the case conference committee did not meet to revise the Student's IEP in order to provide Homebound. A violation of 511 IAC 7-12-1(k) occurred with respect to the convening of the case conference committee to revise the Student's IEP for the provision of Homebound.

The Department of Education, Division of Special Education requires corrective action based on the Findings of Fact and Conclusions listed above.

CORRECTIVE ACTION:

The Mooresville Consolidated School Corporation and West Central Joint Services shall:

1. submit to the Division a copy of the Student's IEP for Homebound no later than May 8, 2000. In addition, submit documentation indicating the educational services provided to the Student on a weekly (Monday through Friday) basis. This documentation shall be due to the Division no later than two weeks after the services are provided to the Student. The reporting process shall begin on May 8, 2000, and continue as indicated by the duration of services date on the IEP written for Homebound.
2. conduct inservice training with all professional personnel at the School regarding the procedures for the provision of Homebound, as stated in Article 7. A copy of the inservice training agenda, along with a list of all personnel trained by signature and title, shall be submitted to the Division no later than June 8, 2000.
3. conduct an inservice training with all professional personnel at the School regarding the case conference committee procedures to follow when:
 - a. a change of placement is being proposed or considered, as specified in 511 IAC 7-12-1(g)(4); and
 - b. revising an IEP in order to provide a student Homebound, as specified in 511 IAC 7-12-1(k).

A copy of the inservice training agenda, along with a list of all personnel trained by signature and title, shall be submitted to the Division on later than June 8, 2000.

DATE REPORT COMPLETED: April 6, 2000